

Company number: SC045228

PRIVATE COMPANY LIMITED BY SHARES

**RESOLUTION
of**

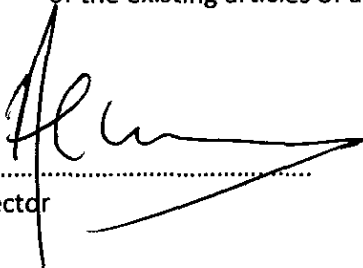
WILLIAM JOHNSTON & COMPANY LIMITED

The following resolutions were duly passed as special resolutions of the Company on 25 October 2017 by way of written resolution in accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006:

Special Resolutions

1. THAT (i) the 1,000 C Ordinary shares of £0.01 each be and are hereby reclassified as 1,000 Ordinary shares of £0.01 each; and (ii) the 1,000 D Ordinary shares of £0.01 each be and are hereby reclassified as 1,000 Ordinary shares of £0.01, in each case carrying the rights, privileges, and restrictions set out in the articles of association of the Company adopted pursuant to resolution 2 below.
2. THAT the regulations contained in the attached document be and are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.

.....
Director



TUESDAY



SCT *S6IQCT3F* #186
07/11/2017
COMPANIES HOUSE



Company number: SC045228

WILLIAM JOHNSTON & COMPANY LIMITED

NEW
ARTICLES OF ASSOCIATION
adopted on 25 October 2017

163 Bath Street
Glasgow
G2 4SQ

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CONTENTS

1	Definitions and interpretation	1
2	Proxies	2
3	Alternate Directors.....	3
4	Proceedings of Directors	4
5	Transactions or other arrangements with the Company.....	4
6	Directors' conflicts of interest.....	5
7	Secretary	6
8	Service of Documents	6
9	Indemnity	7
10	Insurance.....	7

Company number: SC045228

PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
WILLIAM JOHNSTON & COMPANY LIMITED
(adopted by special resolution passed on 25 October 2017)

1. Definitions and interpretation

1.1 In these Articles the following definitions will apply:

"Act"	the Companies Act 2006;
"Adoption Date"	the date of the adoption of these Articles by the Company;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in Edinburgh are open for normal business;
"Director"	a duly appointed director of the Company for the time being;
"Eligible Director"	a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;
"Group Company"	the Company and its subsidiaries from time to time;
"Member"	a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;
"Model Articles"	the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;
"Noteholder Director"	means any person who has been appointed (or is deemed to be appointed) as a director of the Company pursuant to rights which are conferred upon the holder of any loan notes issued by the Company from time to time;
"Share"	an ordinary share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles.

- 1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.
- 1.3 In these Articles a reference to:
- 1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and any subordinate legislation made under the statutory provision before or after the Adoption Date;
 - 1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);
 - 1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
 - 1.3.4 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.
- 1.4 The contents table and headings in these Articles are for convenience only and do not affect the *interpretation or construction of these Articles*.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.
- 1.8 The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. *Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust (whether express, implied or constructive) in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the holders of such shares as if they were the absolute owners thereof. For the purposes of this article, "trust" includes any right thereto in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in the Model Articles. Article 23 of the Model Articles shall not apply to the Company.*
2. **Proxies**
- Article 45(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the proxy notice at any time before the meeting."

3. **Alternate Directors**

- 3.1 Any Director (in this article 3, an "**appointor**") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:
- 3.1.1 exercise that director's powers; and
 - 3.1.2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.
- 3.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.
- 3.3 The notice must:
- 3.3.1 identify the proposed alternate; and
 - 3.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 3.4 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.
- 3.5 Save as provided otherwise in these Articles, alternate Directors:
- 3.5.1 are deemed for all purposes to be Directors;
 - 3.5.2 are liable for their own acts and omissions;
 - 3.5.3 are subject to the same restrictions as their appointors; and
 - 3.5.4 are not deemed to be agents of or for their appointors,
- and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.
- 3.6 A person who is an alternate Director but not a Director:
- 3.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - 3.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
 - 3.6.3 shall not be counted as more than one Director for the purposes of articles 3.6.1 and 3.6.2.
- 3.7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but *shall not count as more than one Director for the purposes of determining whether a quorum is present.*
- 3.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.
- 3.9 The appointment of an alternate Director terminates:

- 3.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;
- 3.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
- 3.9.3 on the death of the alternate's appointor;
- 3.9.4 *when the appointment of the alternate's appointor as a Director terminates; or*
- 3.9.5 when written notice from the alternate, resigning his office, is received by the Company.

4. Proceedings of Directors

- 4.1 Subject to article 4.2, the quorum for the transaction of business at a meeting of directors is any two Eligible Directors and so long as any Noteholder Director is appointed then one of such Eligible Directors must be a Noteholder Director and one of such Eligible Directors must not be a Noteholder Director.
- 4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 6 to authorise a director's conflict, if there is only one Eligible Director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 4.3.1 to appoint further directors; or
 - 4.3.2 to call a general meeting so as to enable the Shareholders to appoint further directors.
- 4.4 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall not have a casting vote. Article 13 of the Model Articles shall not apply to the Company.

5. Transactions or other arrangements with the Company

- 5.1 Subject to sections 177 and 182 of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:
 - 5.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 5.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;
 - 5.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;
 - 5.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

5.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

5.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

5.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

6. **Directors' conflicts of interest**

6.1 The Directors may, in accordance with the requirements set out in this article 6, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").

6.2 Any authorisation under this article will be effective only if:

6.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

6.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

6.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

6.3 Any authorisation of a Conflict under this article 6 may (whether at the time of giving the authorisation or subsequently):

6.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

6.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

6.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

6.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

6.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

6.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

- 6.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:
- 6.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;
 - 6.5.2 is not given any documents or other information relating to the Conflict; and
 - 6.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.
- 6.6 Where the Directors authorise a Conflict:
- 6.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and
 - 6.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
- 6.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 6.1 shall be necessary in respect of such interest.
- 6.8 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

7. **Secretary**

The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

8. **Service of Documents**

- 8.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:
- 8.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - 8.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
 - 8.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - 8.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - 8.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article 8.1, no account shall be taken of any part of a day that is not a working day.

- 8.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

9. **Indemnity**

- 9.1 Subject to article 9.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

9.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

9.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 9.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 9.2 This article 9 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 9.3 In this article 9 and in article 10:

9.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

9.3.2 a "**relevant officer**" means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

- 9.4 Article 52 of the Model Articles shall not apply to the Company.

10. **Insurance**

- 10.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by that relevant officer in connection with his duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

- 10.2 Article 53 of the Model Articles shall not apply to the Company.